

CONTRACT PERIOD THROUGH DECEMBER 31, 2005

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **ECONOMIC SERVICES/OMB**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 18, 2002.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Sandy Wilson, OMB
Chris Bradley, OMB
Sharon Tohtsoni, Materials Management

(Please remove Serial 97150-SC from your contract notebooks)



CONTRACT FOR SERVICES PURSUANT TO RFP

SERIAL 02083-RFP

This Contract is entered into this 18th day of December, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Elliot D. Pollack and Company, an ("Contractor") for the purchase of Economic Services/OMB.

1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of January, 2003 and ending the 31st day of December, 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A."
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contract number, purchase order number, description of services, quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Elliot D. Pollack Company
Attn: Elliot D. Pollack
7505 East 6th Avenue, Suite 100
Scottsdale, AZ. 85251

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

ELLIOTT D POLLACK & COMPANY, 7505 E 6TH AVE #100, SCOTTSDALE, AZ 85251

EXHIBIT A 02080-RFP

SERIAL 02083-RFP

PRICING SHEET P08 95 21/B0604291

BIDDER NAME: ELLIOT D. POLLACK COMPANY
 F.I.D./VENDOR #: 8.6E+08
 BIDDER ADDRESS: 7505 EAST 6TH AVENUE, SUITE 100 SCOTTSDALE AZ. 85251
 P.O. ADDRESS: SAME
 BIDDER PHONE #: 480-423-9200
 BIDDER FAX #: 480-423-5942
 COMPANY WEB SITE: WWW.ARIZONAECONOMY.COM
 COMPANY CONTACT (REP) : JILL WELCH
 E-MAIL ADDRESS (REP): WELCH@EDPCO.COM

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

2% 10 DAYS NET 30 _____

1.0 PRICING:		YEAR 1	YEAR 2	YEAR 3	
1.1	YEARLY RETAINER FOR DELIVERABLES ON EXHIBIT 2	\$68,500.00	\$70,400.00	\$72,300.00	
1.2	HOURLY RATES FOR WORK OUTSIDE DELIVERABLES				
1.2.1	ELLIOT D. POLLACK	\$ 160.00	\$ 160.00	\$ 160.00	PER/HOU
1.2.2	JILL WELCH	\$ 120.00	\$ 120.00	\$ 120.00	PER/HOU
1.2.3	J. ROUNDS	\$ 120.00	\$ 120.00	\$ 120.00	PER/HOU
1.2.4	ADD'L SUPPORT	\$ 90.00	\$ 90.00	\$ 90.00	PER/HOU

EXHIBIT B, 02083-RFP

ECONOMIC SERVICES/OMB

1.0 INTENT:

The intent of this Contract is to award a contract to a contractor for econometric forecasting and analysis services for the Maricopa County Office of Management & Budget (OMB). The purpose of this contract is to procure economic forecasting and analysis services for the Maricopa County Office of Management and Budget. The scope of services of this contract includes development and maintenance of advanced econometric forecasting models, databases of demographic and economic indicators, and fiscal impact analysis of legislation and other issues. Forecasts will be provided for County revenues, particularly major tax-based sources, as well as specific major expenditure items and factors that influence demand for County services and the cost of providing services. The Contractor will be expected to update and improve forecasting models in line with current econometric and industry trends. The Contractor will be expected to represent Maricopa County regarding economic and legislative issues at various times and before various groups as required.

- 1.1. This document defines the basic services required. Proposers shall furnish all labor, materials, and equipment (including data processing equipment) necessary to perform the work required.

2.0 SCOPE OF WORK:

The Contractor shall furnish all necessary labor; materials, equipment, and space needed to provide econometric services in accordance with the provisions specified herein.

- 2.1 Quarterly Forecasts: The Contractor shall prepare a minimum of four quarterly updates of the financial forecast including, but not limited to, short and long-range revenue and expenditure forecasts.
- 2.2 Forecasts will include three scenarios; pessimistic, most likely, and optimistic.
- 2.3 Forecasts will be based on detailed econometric forecasting models for each major revenue source. The Contractor shall incorporate current econometric and industry trends to improve forecast models once they are developed.
- 2.4 Forecasts will incorporate the impact of business cycles.
- 2.5 Forecast models will incorporate the ability to model changes in statutes regarding revenue collection and distribution.
- 2.6 The Contractor will provide and explain the assumptions and economic models applied in forecast development.
- 2.7 The Contractor will obtain benchmarks and compare current forecasting methodologies to those of similar jurisdictions.
- 2.8 The Contractor will incorporate a risk analysis process when developing alternative scenarios, to include assigning probability distributions to the forecasts of each input variable. The intent is to provide the ability to vary each input independently within its distribution range, in order to fine-tune forecasts.

- 2.9 The items to be forecasted on a regular basis are those listed in Exhibit 2. This exhibit may be amended or adjusted based on the needs of the County, subject to agreement by the Contractor.
- 2.10 Economic and Demographic Indicators: The Contractor will continually review, update, and analyze demographic and economic indicators, particularly those related to Maricopa County.
- 2.10.1 The Contractor will supply other demographic data and economic information that drives changes in County expenditures and revenues for use in County documents and to support County planning efforts.
- 2.10.2 Basic data needs may vary throughout the year, and will be articulated through direct contact with Maricopa County.
- 2.10.3 The Contractor shall provide ready access to any database used in a format compatible with County information systems.
- 2.11 Legislative and Other Fiscal Impact Analysis: The Contractor will analyze the fiscal impact of proposed legislation and other issues on an as-needed basis and in a timely manner.
- 2.11.1 The Contractor will be expected to have staff available to analyze legislation in a timely manner during peak periods. The County's peak demand for legislative fiscal impact analysis will occur when the Arizona Legislature is in session, particularly from January through April.
- 2.11.2 Written research reports may be required as a result of fiscal impact analysis, which could include financial as well as service impacts.
- 2.11.3 The Contractor will be required to document and report all sources of data used to conduct fiscal impact analysis.
- 2.11.4 Presentations: The Contractor will conduct presentations at various times throughout the year.
- 2.11.5 The Contractor will be expected to make at least two presentations of the quarterly forecast to County management and/or the County Board of Supervisors and develop reports and present information garnered under this contract as needed.
- 2.11.6 Presentations may be required for the management team, the County Board of Supervisors, the State Legislature and for other audiences on occasion.
- 2.12 Work Plans and Schedules: The Contractor will submit regular work schedules and project plans to OMB on a quarterly basis. The Contractor shall submit revised schedules when circumstances require substantial changes from the previous quarterly plan, including work requested by the County on an as-needed basis.
- 2.13 Progress Reports:
- 2.13.1 The Contractor will prepare and submit monthly progress reports to OMB which indicate adherence to project plans and milestones reached. Monthly progress reports will also include an accounting of total hours worked by the Contractor and/or Contractor's staff during the period.

2.13.2 The Contractor will prepare and submit annual progress reports along with the quarterly forecast report for the fourth quarter of each fiscal year. The annual progress report will compare actual data with the Contractor's previous forecasts for each of the regularly forecasted items, and will explain significant variances.

2.14 TAX:

No tax shall be levied against labor. Pricing is to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.15 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.16 Availability: The Contractor shall be available on-site, when needed. Site Location: Office of Management & Budget, 301 West Jefferson, Suite 1070, Phoenix, Arizona, or other similar location.

2.17 Contractor's Performance: The Contractor shall furnish all necessary labor, tools, equipment, supplies and space to perform the required services. The OMB Budget Manager or his/her agent will decide all questions that may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the OMB Budget Manager or his/her agent, performance becomes unsatisfactory, the County shall notify the Contractor. The Contractor will have two (2) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the County shall have the immediate right to complete the work to its satisfaction and shall deduct the cost from any balances due, or to become due, to the Contractor. Repeated incidence of unsatisfactory performance may result in cancellation of the agreement for default.

ELLIOTT D POLLACK & COMPANY, 7505 E 6TH AVE #100, SCOTTSDALE, AZ 85251

Terms: 2% 10 DAYS NET 30

Federal Tax ID Number: 86-0669299

Vendor Number: 860669299

Telephone Number: 480/423-9200

Fax Number: 480/423-5942

Contact Person: Kay Longcor or JILL WELCH

E-mail Address: welch@edpco.com

Company Web Site: www.arizonaeconomy.com

Certificates of Insurance Required

Contract Period: To cover the period ending **December 18, 2005**.